



FREE TRIAL AGREEMENT MUTUAL NONDISCLOSURE

By you checking the box on the website you have agreed that you read this mutual nondisclosure agreement for a free trial. By doing so, you legally agree to the terms of This Mutual Nondisclosure Agreement (the "Agreement") between you personally and/or your company or the company that will be trialing the service and between Farsight Security, Inc., with its principal place of business at 177 Bovet Road, Suite 180, San Mateo, CA 94402 ("Farsight"). This Trial is for a limited time period and Farsight reserves the sole right to discontinue the trial. This agreement is made in consideration of the mutual promises, covenants and conditions set forth below, the parties hereby agree as follows:

1. Confidential Information. Each party desires to disclose to the other, under the terms and conditions of this Agreement, certain information that the disclosing party considers to be proprietary and confidential. For purposes of this Agreement, "Confidential Information" means any information provided by the disclosing party that: (a) should reasonably be understood to be confidential or proprietary information given the nature of the information and the circumstances of disclosure or (b) is or was disclosed in tangible or written form and is conspicuously marked "Confidential", "Proprietary" (or the like) at the time of disclosure or is identified as confidential or proprietary at the time of disclosure and is delivered, appropriately marked, within 30 days of disclosure. Further, Farsight Confidential Information includes any and all documentation, query results, data, and/or other information generated by or necessary for use of Farsight's services ("Farsight Data").

2. Exceptions. Confidential Information shall not include any data, information or device that is (a) in the possession of the receiving party prior to its disclosure by the disclosing party and not subject to other restriction on disclosure, (b) independently developed by the receiving party without use of the information disclosed to it pursuant to this Agreement, (c) publicly disclosed by the disclosing party, (d) rightfully received by the receiving party from a third party without restriction on disclosure, or (e) approved for unrestricted release or unrestricted disclosure by the disclosing party; provided, however, that Farsight Data shall not be subject to any of the foregoing exceptions and shall remain Farsight Confidential Information at all times.

3. Non-Disclosure and Restriction on Use. Each party agrees: (a) to use the Confidential Information exclusively for the purpose of evaluating possible business endeavors between them; (b) not to disclose any Confidential Information of the disclosing party to any third party; (c) to limit dissemination of the disclosing party's Confidential Information to only those of the receiving party's officers, directors, agents, employees, attorneys and financial advisors who require access to such information to perform their functions regarding the purpose of this Agreement; (d) to ensure that each person or entity who is permitted to receive or have access to the Confidential Information is bound by a confidentiality obligation consistent with this Agreement; (e) to exercise the same degree of care with respect to the other party's Confidential Information as it uses for its own confidential information of like importance, but no less than reasonable care; and (f) to return or destroy all Confidential Information of the disclosing party upon termination of this Agreement or a written request from the disclosing party. The receiving party may produce or disclose Confidential Information as required pursuant to applicable laws, regulations or court order, provided that it has given

the disclosing party notice of such request such that the disclosing party has an opportunity to defend, limit or protect such production or disclosure.

4. Disclaimers. All Confidential Information shall remain the property of the disclosing party. Nothing contained in this Agreement or any disclosure pursuant to this Agreement shall be construed as granting any license or right under any intellectual property right, whether present or future. All Confidential Information disclosed hereunder is provided "AS IS" and without warranty of any kind.

5. Term. This Agreement shall remain in effect, and shall govern any disclosures of Confidential Information, for 3 years after the Effective Date, unless terminated by either party upon 10 business days' written notice. The confidentiality obligation set forth in Section 3 above shall survive any termination or expiration of this Agreement for 5 years from the date of disclosure of any Confidential Information.

6. General

(a) Assignment. Except as set forth in this Section, neither party shall assign, delegate, or otherwise transfer this Agreement or any of its rights or obligations to a third party without the other party's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed. Either party may transfer, without such consent but upon written notice, its rights and obligations under this Agreement to any entity that acquires all or substantially all of its capital stock or its assets related to this Agreement, through purchase, merger, consolidation, or otherwise. Any assignment in violation of the foregoing shall be void.

(b) Governing Law. This Agreement shall be governed by the laws of the State of California, excluding its conflict of laws rules.

(c) Injunctive Relief. Each party acknowledges and agrees that any breach of the confidentiality obligations set forth in Section 3 above shall cause the other party irreparable harm for which monetary damages would be inadequate. Accordingly, in the event of such a breach, the disclosing party may seek injunctive or other equitable relief, without being required to post a bond, to enforce this Agreement in addition to any available legal remedies.

(d) Export. Each receiving party shall comply with the laws and regulations regulating the export of goods, commodities and technologies in effect in the country or countries from which such receiving party desires to export any Confidential Information.

(f) Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof. All prior discussions and negotiations are superseded by this Agreement. Any amendment, modification, or waiver of this Agreement or any provision thereof must be in writing and signed by both parties.

License Grant. Farsight hereby grants to Customer a limited, non-exclusive, non-transferable and non-sub licensable right during the term of this limited trial period to access the service and/or Farsight Data through the interfaces provided by Farsight and to use the services and the Farsight Data for Customer's internal purposes only. Customer shall not (and shall not allow any third party to) remove, alter or obscure any intellectual property or proprietary rights notices of Farsight used in conjunction with the services.

Prohibited Use. Customer agrees that it shall not, and shall not allow others to: (a) provide to any third party any oral or written communication that describes or summarizes the features, formatting, functions or performance characteristics of the Service or Farsight Data, or that compares the Service or Farsight Data with any other product or service; (b) use or access the Services or Farsight Data for service bureau, time-sharing or other similar purposes or otherwise for the benefit of any third party; (c) to use, reproduce, copy, modify, decompile or reverse engineer any technology underlying the provision of the Services, or transfer or distribute such technology in any form, for any purpose; (d) sell or otherwise transfer to any third party any Farsight Data (including by use of a third party hosted service for analysis or presentation of the Farsight Data); (e) conduct competitive analysis, benchmarking, or otherwise use or access the Services or Farsight Data in connection with the creation or improvement of any Customer product or service provided or offered to any third party; or (f) in connection with its use of the Services and / or Farsight Data, violate any applicable law, regulation, or rule.

DISCLAIMER OF WARRANTIES. CUSTOMER ASSUMES SOLE RESPONSIBILITY AND LIABILITY FOR RESULTS OBTAINED FROM THE USE OF THE SERVICES AND FOR CONCLUSIONS DRAWN FROM OR ACTIONS TAKEN AS A RESULT OF SUCH USE. ALL DATA, INFORMATION, SERVICES, GOODS AND SOFTWARE PROVIDED BY FARSIGHT IN CONNECTION WITH THIS AGREEMENT OR ANY SERVICE ORDER, IS PROVIDED SOLELY ON AN AS-IS BASIS, AND FARSIGHT EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF ANY KIND WITH RESPECT THERETO, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY ARISING OUT OF ANY COURSE OF DEALING, CUSTOM OR USAGE OF TRADE, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

OWNERSHIP. Farsight owns and will own all right, title and interest in and to the Services and Farsight Data, including all intellectual property rights and proprietary rights therein. Customer owns and will own all right, title and interest in and to the Customer Data, including all intellectual property rights and proprietary rights therein.

By checking the box on the website, you agree that you have read and accept the terms and conditions of this agreement and that you are an authorized representative of the parties and/or company you are trialing this service for.